



TERMS AND CONDITIONS OF USE

We thank you for visiting our site <https://www.arctic-undertheice.com/> (the “Site”). You have arrived at CirqueÉloize’s Terms and Conditions of Use page.

This document, together with the Privacy Policy and any other policies or guidelines displayed on the Site (collectively the “**Agreement**”), is a contract between you (“**you**” or “**your**”) and Cirque Éloize (the “**COMPANY**”, “**we**”, “**us**” or “**our**”) relating to the conditions of your use of the Site.

Please read the following terms and conditions closely before using the Site. By using or accessing the Site, you accept all the terms and conditions set forth in this Agreement. If, at any time, you do not or cannot accept the terms of this Agreement, you must cease accessing and using the Site.

This Site is not intended for children. If you are a minor under the laws of your country, you must not access nor use the Site without the express consent and participation of a parent or guardian.

1. Conditions relating to the use of the Site

To access this Site, you need a compatible Web browser. You acknowledge and agree that the COMPANY can discontinue support of any Web browser and that, if such is the case, you will be required to download a compatible Web browser to continue using this Site. You also acknowledge and agree that the use of this Site depends on the proper functioning of your computer equipment and Internet connection.

As a condition to your use of the Site, you agree not to:

- a) impersonate or misrepresent your affiliation with any person or entity;
- b) access, tamper with, or use any non-public areas of the Site or the COMPANY’s computer systems;
- c) attempt to probe, scan, or test the vulnerability of the Site or any related system or network or breach any security or authentication measures used in connection with the Site and such systems and networks;
- d) attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Site;
- e) harm or threaten to harm other users in any way or interfere with, or attempt to interfere with, the access of any user, host or network, particularly by sending a virus, overloading, flooding, spamming, or mail-bombing the Site;
- f) provide payment information belonging to a third party;
- g) use the Site in an abusive way contrary to its intended use, its documentation or the COMPANY’s reasonable instructions;



- h) systematically retrieve data or other content from the Site to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- i) infringe third party intellectual property rights when using or accessing the Site. The COMPANY grants you a personal, non-transferable, non-exclusive, revocable and limited right to access the Site and use it for personal, non-commercial purposes only.

It is your responsibility to ensure that by accessing this Site and the content made available to you on it or through it, you are acting according to the laws of each territory in which or through which you access this Web site or its content.

The COMPANY will have the right to investigate and prosecute violations of any of the above, including without limitation possible infringement of any intellectual property rights and possible security breaches, to the fullest extent of the law. The COMPANY may involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement. You acknowledge that, although the COMPANY has no obligation to monitor your access to or use of the Site, it has the right to do so for the purpose of operating the Site, to ensure your compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body.

2. Newsletter

When you subscribe to the newsletter, you agree to submit the most updated, precise, complete and exact information about yourself. It is your responsibility to regularly update the information transmitted. By subscribing to this newsletter, you accept that the COMPANY communicates with you by email or by other means made possible by the information disclosed by you when subscribing to the newsletter so that we may share with you promotional offers, news, events, surveys, contests and any other services and activities related to the Éloize Group and its partners. You may at any time unsubscribe to the newsletter by following the link at the bottom of the email or message sent to you or by writing to eloize@cirque-eloize.com. The “Éloize Goup” means Les Productions Éloize inc. as well as its subsidiaries, affiliates and parent companies that may offer their goods and services under various brands.

3. Tickets

For group tickets (15 people or more), please contact us at tickets@arctic-undertheice.com to confirm the Purchasing Policy in effect at time of purchase and reserve your tickets, as the case may be. We recommend that you carefully read our Privacy Policy relating to personal data collected by the COMPANY.

For individual tickets (fewer than 15 people), please use the “Tickets” link on the Site to access the external ticketing site Lepointdevente.com. Kindly note that the COMPANY does not control the ticketing site. We recommend that you review all the external ticketing site’s policies and pay



close attention to section « 9. Links provided on the Site » of these Terms and Conditions of Use to better understand all applicable warranty disclaimers and limitations of liability.

4. Privacy

The confidentiality of the personal information you provide is of great importance to us. We also believe it is important to inform you as to how we process your personal information. We therefore encourage you to closely read our Privacy Policy.

5. Information collected through the Site

The COMPANY collects anonymous information about the use of its Site to know which pages were viewed by users and to compile statistics about this use, how visitors use the Site, and the frequency of use of hyperlinks. This information is collected through an analytical platform (*Google Analytics*), logfiles and cookies. The COMPANY also collects your personal data namely to provide the services you requested. We encourage you to closely read our Privacy Policy for more in-depth information relating to the data we collect.

6. Exclusive rights

All the content appearing on or made available by the Site (such as the text, images, logos, trademarks, icons, illustrations, audio clips, concepts, digital downloads, data sets and software) as well as any compilation of this content are the exclusive property of the COMPANY, its content suppliers or its licensors, as the case may be, and are protected by Canadian and international intellectual property laws. Except as expressly permitted in this Agreement, you may not reproduce, modify, nor create derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use or commercially exploit the Site.

7. Communications and other content

Subject to any applicable law, any communication that you send by email, that you share with us or that you convey through the Site, whether solicited by us or otherwise, are on a non-confidential basis, and we are free to use and disclose the content of any such communication, including but not limited to, any ideas, inventions, concepts or know-how disclosed therein, for any purpose including without limitation, developing, manufacturing and/or marketing goods and services. You agree to not assert any ownership right of any kind in such communications (including but not limited to, copyright, trademark, patent, unfair competition, moral rights, or implied contract). If you send any unsolicited idea, suggestion or other material in any format (hereafter “submissions”) to us or the Site, you automatically grant us and our successors and assigns a perpetual, royalty-free, irrevocable, unrestricted, non-exclusive, world-wide, right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and otherwise exploit the submissions or any ideas, concepts, know-how or techniques associated with the submissions for any purpose whatsoever, commercial or otherwise, using any form, media or technology now known or later developed, without providing compensation to you or anyone else, without any liability whatsoever, and free from any obligation of confidence or other duties on the part of us or our successors or assigns. You waive



all author's moral rights in your content and submissions (including but not limited to the right to be associated with your content or submission) upon submission, as well as the right to receive any financial or other consideration in connection with your content and submissions. Consequently, we ask that you refrain from sending us any content for which you do not wish to grant the above-mentioned rights, particularly any confidential data or any element of creation such as works of fiction, product ideas, computer codes or original artistic works.

8. Copyright complaints

The COMPANY respects the intellectual property of others. If you believe that your work has been copied or made available on the Site in a way that constitutes copyright infringement, please notify us immediately.

9. Links provided on the Site

The Site may contain links to other Web sites or applications, which are offered solely for practical purposes. If you click on a third-party link, you will be redirected toward that third party's site and automatically subject to such party's practices, policies and standards. The COMPANY does not control these sites and cannot be held responsible for the content of sites accessed by you through hyperlink, nor for hyperlinks contained on such sites as well as changes or updates to these sites. We cannot guarantee that the hosts of these sites maintain privacy practices that meet our standards. The COMPANY is not responsible for the accuracy or pertinence of the information or links provided on these Web sites. The fact that a site may be linked to the Site or to the COMPANY's social media by hyperlink in no way implies any approval or joint venture of any kind.

Your use of third-party sites is at your own risk and is governed by the policies applicable to such sites and not by these Terms and Conditions of Use nor by our Site's Privacy policy. We encourage you to refer to these policies, including but not limited to the terms of use and the privacy policy, before providing your personal or other data. The COMPANY shall in no way be held responsible for the management, protection and use of personal information collected by third-party sites accessed by you.

When visiting our Site through social media, your visit may be personalised based on your social media profile. You can change the way in which social media and our Site interact by modifying the privacy settings of your social media account. You can also log out of your social media account prior to visiting our Site. For more information, please refer to the policies relating to your social media that govern your use of *plug-ins* and data transfer.

10. Electronic communications

When you visit the Site or send us e-mails (for instance, to reserve group tickets), you are communicating with us electronically. Therefore, you irrevocably consent to receiving electronic communications from us. We may communicate with you by email or notices displayed on the Site. You agree that when we send you agreements, notices, information and other



communications via electronic means, we comply with any legal requirement that stipulates that such communications must be in writing.

11. Disclaimer of warranty and limitation of liability

To the full extent allowed by applicable law, the COMPANY makes no warranty or representation regarding the Site, including that the Site will meet your requirements or will work in combination with any hardware or software provided by third parties, that the service will be uninterrupted, problem, virus or error free, or that all errors in the service will be corrected.

You acknowledge and agree that the COMPANY provides the Site “as is” and “as available”. To the full extent allowed by applicable law, the COMPANY’s warranties and remedies (if any) expressly set forth herein are exclusive and are in lieu of all other warranties, express or implied, either in fact or by operation of law, statute, custom, oral or written statements or otherwise, including, but not limited to, the implied warranties of merchantability, availability, performance, compatibility, fitness for a particular purpose, satisfactory quality, correspondence with description and non-infringement, all of which are expressly disclaimed.

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, AND OTHER ENTITIES, ITS DIRECTORS, ADMINISTRATORS, OFFICERS, EMPLOYEES, SUPPLIERS AS WELL AS ANY OTHER PERSON ACTING ON BEHALF OF THE COMPANY OR THIRD PARTIES WITH WHOM THE COMPANY ASSOCIATES ITSELF FROM TIME TO TIME (COLLECTIVELY “THE PARTIES”), BE LIABLE IN ANY WAY, WHETHER BASED IN CONTRACT, DELICT OR TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR STRICT LIABILITY, FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF, OR UNAUTHORIZED ACCESS TO, OR DISCLOSURE OF INFORMATION OR DATA OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THE SITE’S SERVICE, WHETHER FORESEEABLE OR NOT, AND EVEN IF SUCH PARTIES HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THE PARTIES ARE FOUND LIABLE TO PAY YOU ANY DAMAGES OR OTHER REMEDIES, THE PARTIES’ TOTAL CUMULATIVE LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED CANADIAN DOLLARS (\$100 CA).

IF YOU ARE UNHAPPY OR DISSATISFIED WITH THE SITE OR ITS CONTENT, OR IF YOU DO NOT ADHERE TO THESE TERMS AND CONDITIONS, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

By using this Site, you agree to assume complete responsibility for all the risks associated with your use of the Site, including but not limited to, responsibility for all charges related to the maintenance or repairs of the material that you employ as part of your use of this Site.

12. Indemnification



You are responsible for everything you post on the Site, all files downloaded from the Site as well as the publication of information and data transmission from your computer system. You will be held liable if you cause damages to the Site or adversely affect the COMPANYY.

In addition, you agree to defend and indemnify the COMPANYY, its affiliates and other entities, its officers, directors, administrators and employees as well as any other person acting on behalf of the COMPANYY or third parties with whom the COMPANYY associates itself from time to time and hold them harmless from and against any claims, liabilities, damages, losses, and expenses, including legal and accounting fees, arising out of or in any way connected with your access to or use of the Site.

13. Amendments

The COMPANYY reserves the right to change these Terms and Conditions of Use at any time, at its sole discretion, to adapt to any legal or technological change, to reflect changes made to the Site or for any other purpose. Any change becomes effective from the date of its publication on the Site. Your use of the Site will be subject to the latest version of the Terms and Conditions of Use at the time of your use. Your continued use of the Site after such changes constitutes your acceptance of these changes. Please review the Terms and Conditions of Use regularly. If you do not agree to the Terms and Conditions of Use or any changes thereto, please cease your use of this Site immediately.

14. Termination

The COMPANYY reserves the right to suspend your access to all or part of this Site for any reason without prior notice. For example, the COMPANYY may suspend your use of the Site or terminate it if you do not respect this Agreement or if your use of the Site may engage the legal responsibility of the COMPANYY, cause an interruption in service to the Site or prevent others from using it.

The COMPANYY reserves the right, at any time, to temporarily or permanently interrupt offering the Site. The COMPANYY will make all reasonable commercial efforts to notify you of the interruption of the Site's operation.

15. General provisions

This Agreement shall be governed and construed by the laws of the Province of Québec, Canada, and the laws of Canada applicable to contracts between Québec residents and to be performed in Québec. Parties hereby irrevocably submit and attorn to the jurisdiction of the Courts of the district of Montréal, Province of Québec. You agree that any definitive judgment rendered in any action, suit or proceeding is legally binding and may be executed in other jurisdictions by any means stipulated by law.

This Agreement, together with the Privacy Policy and any other policies or guidelines posted at <https://www.arctic-undertheice.com/>, constitute the entire and exclusive agreement between you and the COMPANYY regarding the Site, and this Agreement supersedes and replaces any prior agreements between you and the COMPANYY regarding the Site. Please note that you may be



subject to other terms and conditions upon benefitting from other services provided by the COMPANY or third parties, such as purchasing policies relating to tickets.

You shall not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder to any third party without the prior written consent of the COMPANY, which consent is within the COMPANY's sole discretion. No assignment or delegation by you shall relieve or release you from any of your obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by each of the parties and their respective successors and assigns. The COMPANY has the right to assign this Agreement to any third party without requiring your consent.

Nothing in this Agreement shall constitute a partnership or joint venture between you and the COMPANY.

Our failure to exercise or enforce any right or provision of these Terms and Conditions of Use shall not constitute or be interpreted as a waiver of that right or provision.

If a particular provision of this Agreement is held to be invalid by a court of competent jurisdiction, the provision shall be deemed severed from this Agreement and shall not affect the validity of this Agreement as a whole.

To contact us

Should you have any concerns, questions or complaints regarding this Agreement, please contact the COMPANY at:

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